

55. To Qwest's knowledge, the FCC has never required a BOC to report DUF completeness under commercial performance measures in order to obtain Section 271 approval. Indeed, no other BOC has such a commercial performance measure. Furthermore, to date, no CLEC has asked Qwest to add a PID measuring DUF completeness. Even if such a PID were requested by a CLEC and adopted by Qwest, it is highly unlikely that it would generate meaningful information because the very act of transmitting the DUF to CLECs assumes that the usage information being sent is complete. Measuring DUF completeness therefore would amount to an abstract exercise because the records that would be tracked by this measure would, by definition, not be where they were expected to be.

56. In sum, the proposals of Commissioners Scott and Johnson would veer from FCC precedent and contribute little relevant information to Qwest's DUF-related reporting. Even if such a PID were possible, the appropriate forum for its development and design is the LTPA, not this proceeding.

#### **B. AT&T's Billing-Related Claims**

57. Only one CLEC – AT&T – raised concerns with respect to Qwest's billing systems.<sup>115</sup> But, as explained more fully below, most of these concerns have either already been resolved or are unsupported. The rest relate to matters that do not affect a finding of Section 271 compliance.

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<sup>115</sup> See AT&T Comments at 22-24, Finnegan Decl. at ¶¶ 49-66.

## **1. Billing Completion Notices**

58. AT&T claims that Qwest has not established adequate processes and procedures for providing Billing Completion Notices (“BCNs”) to CLECs who request them.<sup>116</sup> Specifically, AT&T claims that Qwest’s BCNs are deficient in two critical respects. First, AT&T claims that Qwest has not provided CLECs with adequate documentation describing the precise modifications that a CLEC using an EDI interface must make on its side of the gateway to receive BCNs. According to AT&T, Qwest has only provided this information orally.<sup>117</sup> Second, AT&T claims that Qwest vitiates BCNs by generating them at the service order level, rather than at the LSR level.<sup>118</sup> Neither of these contentions is entirely accurate or has the harmful impact AT&T suggests.

### **a. Documentation for BCNs**

59. With respect to AT&T’s first claim – that Qwest has not provided CLECs with adequate documentation describing the process CLECs must follow to program their EDI interfaces to receive BCNs – Qwest did mistakenly remove (but has since reinstated) descriptive status information from its documentation for EDI release 11.0. But this should not have prevented AT&T from being able to code its EDI interface properly.

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<sup>116</sup> See AT&T Comments at 19, Finnegan Decl. at ¶¶ 22-29.

<sup>117</sup> See AT&T Comments at 20, Finnegan Decl. at ¶¶ 31-33.

<sup>118</sup> See AT&T Comments at 20, Finnegan Decl. at ¶¶ 34-38.

60. To reduce redundancy between its EDI documentation and PCAT, Qwest undertook a review of their content prior to the release of IMA 11.0 in November 2002. While performing this review, Qwest personnel mistakenly removed a description of the types of Status Updates CLECs can receive, which includes BCNs, from Qwest's EDI documentation for release 11.0.<sup>119</sup> This same information remained in Qwest's documentation for EDI release 10.0, and when AT&T pointed out that this information had been removed from Qwest's documentation for release 11.0, Qwest confirmed for AT&T that it could use the documentation associated with release 10.0 because the Status Update functionality had not changed at all with the introduction of release 11.0. Qwest assumes that this is the "oral" instruction to which AT&T refers in its comments.<sup>120</sup>

61. Notably, the information that was mistakenly removed from Qwest's EDI documentation for release 11.0 was not needed in order for AT&T to program its EDI to receive BCNs.<sup>121</sup> The information was merely a high-level description of Status Updates available from Qwest. Similar descriptive information was included in Qwest's initial OSS Declaration in this proceeding.<sup>122</sup> Moreover, Qwest has since replaced the relevant

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<sup>119</sup> This information was removed because Qwest personnel believed it also was contained in Qwest's PCAT.

<sup>120</sup> See AT&T Comments at 20, Finnegan Decl. at ¶¶ 31-33.

<sup>121</sup> The technical documentation AT&T would have needed to program its EDI (*i.e.*, Qwest's Developer Worksheets) remained intact.

<sup>122</sup> See OSS Decl. at ¶¶ 312-317.

information that was mistakenly removed from its documentation for EDI release 11.0.<sup>123</sup> In short, the claim raised by AT&T is exceedingly minor and should not prevent a finding of Section 271 compliance.

**b. Service Order vs. LSR Level BCNs**

62. AT&T's second claim – that Qwest vitiates BCNs by generating them at the service order level, rather than at the LSR level – is equally minor and should not affect a finding of Section 271 compliance.<sup>124</sup> Today, a BCN is issued for every service order that is created. Because certain CLEC LSRs sometimes require multiple service orders, CLECs may receive multiple BCNs for a single LSR. But, contrary to AT&T's assertions, the issuance of multiple BCNs should not confuse CLECs or lead to double-billing or underbilling.<sup>125</sup> This is because it is the Service Order Completion ("SOC"), not the BCN, that indicates to the CLEC when provisioning work associated with the LSR was completed.

63. The provisioning completion date included in the SOC is the "effective billing date."<sup>126</sup> The date on which the service order posts to the billing system is irrelevant for CLEC billing purposes.<sup>127</sup> In fact, the

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<sup>123</sup> Qwest's documentation for EDI 12.0 was not affected by this issue.

<sup>124</sup> See AT&T Comments at 20, Finnegan Decl. at ¶¶ 34-38.

<sup>125</sup> See AT&T Comments at 20, Finnegan Decl. at ¶¶ 35-37.

<sup>126</sup> The effective billing date, in the case of conversions, is the date Qwest commences billing the CLEC for Wholesale service and ceases to bill the Retail end user customer.

<sup>127</sup> Additionally, every BCN issued by Qwest identifies the LSR to which it corresponds. CLECs therefore can keep track of BCNs generated at the service order level by programming their systems to match the BCNs they receive to their respective LSRs.

effective billing date is not even present on the BCN. The BCN reflects only the date the BCN was created and transmitted to the CLEC, which has no affect on billing.

64. AT&T claims that CLECs are at a disadvantage vis-à-vis Qwest Retail when it comes to BCNs because CLECs do not have access to real-time posting information.<sup>128</sup> This is inaccurate. Generally, posting information is available to CLECs at the same level – the individual service order level – that is available to Qwest Retail. The same circumstances that require that multiple service orders be generated in the Wholesale environment for a single LSR exist in the Retail environment.<sup>129</sup>

65. Contrary to AT&T's assertions, Qwest Retail does not have access to real-time posting information. Rather, completed service orders at the Retail level are processed in the billing system in the evening on a batch basis.<sup>130</sup> Additionally, unlike CLECs, Qwest Retail does not receive proactive notices that service orders have posted to the billing system.

66. AT&T also is incorrect in its claim that any delay in the issuance of a BCN “is likely to force the CLEC to delay the submission of a subsequent order for an end user,” and, in turn, “the provisioning of the

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<sup>128</sup> See AT&T Comments at 20, Finnegan Decl. at ¶ 27.

<sup>129</sup> These circumstances include changes from one product to another, requests that consolidate or break up the billing arrangement of telephone lines, and requests that involve multiple circuits.

<sup>130</sup> The one exception to this is in Qwest's Western region (Oregon and Washington), where service orders are posted on a real-time basis. But this benefits CLECs because they then can receive their BCNs as their service orders post. Regardless, Qwest's systems and processes in its Western region are not issue in the proceeding, as Minnesota is located in Qwest's Eastern region.

changes that the [end user] customer desired.”<sup>131</sup> In previous Section 271 proceedings, Qwest explained in considerable detail the processes that CLECs can use to submit subsequent LSRs before the CSR has posted.<sup>132</sup> Qwest also explained in previous Section 271 proceedings that the process for submitting subsequent LSRs before the CSR has posted is virtually the same for Wholesale and Retail.<sup>133</sup> Indeed, the process for CLECs was recently enhanced with the implementation on April 7, 2003, of IMA 12.0, which now allows CLECs to subsequently submit a Change LSR, rather than a Conversion LSR.<sup>134</sup> In short, AT&T does not provide any evidence to support its claim that delays in BCNs are “likely” to force CLECs to delay the submission of subsequent LSRs, and there is no reason to think that they do.

67. AT&T claims that Qwest rejected a CR that AT&T submitted requesting that only one BCN be issued for each completed LSR on the grounds that Qwest’s systems were not designed to return BCNs within a three-day interval (which the AT&T CR requested) and that the CR therefore was “economically not feasible.”<sup>135</sup> But modifying Qwest’s systems to conform to AT&T’s requested three-day interval would have caused Qwest to incur

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<sup>131</sup> See Finnegan Decl. at ¶ 28.

<sup>132</sup> See, e.g., Qwest OSS Reply Declaration, WC Docket No. 02-314, October 25, 2002, at ¶ 76; Qwest OSS Reply Declaration, WC Docket No. 02-189, August 26, 2002, at ¶ 231.

<sup>133</sup> See Qwest April 18A, 2003, Ex Parte, WC Docket No. 03-11, (“Qwest April 18A Ex Parte”) at 1. See also *Qwest IV Order* at ¶ 61, n.196 (“The record shows that both Qwest Retail and competitive LECs must follow manual processes which vary only slightly in order to place subsequent orders prior to the CSR posting”).

<sup>134</sup> See Qwest April 18A Ex Parte at 1.

<sup>135</sup> See AT&T Comments at 20-21; Finnegan Decl. at ¶ 38 (citing Attachment 1).

costs in excess of \$5 million.<sup>136</sup> After explaining this to AT&T, the parties agreed that AT&T would resubmit its CR to request that Qwest's systems return BCNs at the LSR level without the three-day requirement.<sup>137</sup> This revised CR was recently accepted as a "late adder" for EDI version 14.0 and has been prioritized as twenty-fifth overall by CLECs and Qwest.<sup>138</sup> Again, there simply is no issue here.

## 2. Terminating Access

68. AT&T claims that Qwest fails to provide CLECs with complete billing information for terminating access so as to enable CLECs to assess access charges on Qwest for intraLATA toll calls originated by a customer served by a Qwest switch and terminated to a local exchange customer served by a CLEC switch.<sup>139</sup> More specifically, AT&T claims that the information Qwest provides to CLECs in these situations is not sufficient to enable CLECs to distinguish such intraLATA toll calls from local calls, and that these intraLATA toll calls appear as "local" calls on the DUF.<sup>140</sup>

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<sup>136</sup> See *id.* at Attachment 1 (specifying that AT&T's CR "would require a restructure of the billing systems to deliver simultaneous transactions with the service order processor . . . and would require Qwest to develop a new process impacting several layers of Qwest management and . . . currently monitored standard for billing completion notifications").

<sup>137</sup> See *id.* at Attachment 2.

<sup>138</sup> Today, CLECs can select which status updates they wish to receive. Specifically, they can receive (1) all status updates available at the service order level (which today includes BCNs); (2) all status updates available at the LSR level (which today does not include BCNs); or (3) all status updates, regardless of whether they are at the LSR or service order level. AT&T's revised CR, when implemented, will add a fourth option: receiving only BCNs at the LSR level. BCNs currently are not available at the LSR level. But, once AT&T's CR is implemented, CLECs will be able to receive BCNs at the LSR level under options two or three above, or under the new fourth option.

<sup>139</sup> See AT&T Comments at 23, Finnegan Decl. at ¶ 53.

<sup>140</sup> See AT&T Comments at 23, Finnegan Decl. at ¶¶ 53-54.

69. AT&T's claims are confusing and appear to be littered with contradictions. The DUF is provided to CLECs that service their customers via a Qwest switch so that those CLECs have usage information recorded by that switch for their end user customers' usage. This includes usage information the CLEC would use to bill interexchange carriers for access charges.

70. In contrast, facilities-based CLECs that serve their customer via their own switch do not receive usage information in the DUF for those customers because these CLECs can obtain that information from either their own switch or from the out-of-office band signaling stream.<sup>141</sup> As such, Qwest is under no obligation to provide AT&T with usage information for end users served by an AT&T switch. AT&T's claim that Qwest intraLATA toll calls terminating with an end user served by a CLEC switch appear as "local" calls on the DUF therefore is untrue.

71. In the scenario AT&T describes – in which an end user served by a Qwest switch places an intraLATA toll call to an end user served by an AT&T switch<sup>142</sup> – Qwest sends (transports) the call to AT&T via interconnection trunking ("LIS") between the two companies' local networks. Included in the signaling stream for the call are the originating and

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<sup>141</sup> The only exception to this is jointly-provided switched access provided under the terms of MECAB & MECOD industry standards. However, the calls described by AT&T are not subject to MECAB & MECOD requirements. Hence, Qwest is under no obligation to provide records for them.

<sup>142</sup> Qwest assumes that the toll call in question was not carried by any long distance carrier, but only by Qwest and another local exchange carrier, in this case AT&T.



terminating numbers that provides AT&T with the information it needs to differentiate between a local call and an intraLATA toll call.

72. But, contrary to AT&T's assertion, Qwest does not generate DUF records for these calls. Qwest's expectation is that the terminating switch (AT&T's) will record the call and bill the originating company (Qwest) the terminating intraLATA toll charge. This is consistent with what would occur if the call were to travel in the opposite direction. When a customer served by an AT&T switch makes an intraLATA toll call to a number served by Qwest, AT&T sends the call to Qwest via LIS with the originating and terminating numbers in the signaling message. Qwest uses that signaling information to differentiate local from intraLATA toll calls, to record the call, and to bill AT&T.<sup>143</sup>

### 3. Alleged BOS Deficiencies

73. AT&T alleges in both its comments and its recent *ex parte* filings that Qwest's BOS bills contain numerous inaccuracies, including "out-of-balance" conditions with the CRIS paper bills, the bill detail and the information on the CSR.<sup>144</sup> But AT&T does not provide any real support for its assertions. The only support AT&T offers for its claims are citations to

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<sup>143</sup> See Minnesota SGAT at § 7.3.1.

<sup>144</sup> See AT&T April 29 Ex Parte at 1; AT&T Comments at 23, Finnegan Decl. at ¶ 56.

documents that AT&T filed last year in earlier Qwest Section 271 proceedings. This alone should result in the dismissal of AT&T's claims.<sup>145</sup>

74. Qwest has made significant progress with its BOS bill since first making this format available to AT&T in July 2002. Today, BOS billing is available for two product groups – UNE-P and Unbundled Loops – and three CLECs other than AT&T today receive bills in BOS format.<sup>146</sup> Qwest also permits CLECs to submit disputes based on any bill format, including BOS.<sup>147</sup>

75. AT&T's claims regarding BOS should not affect a finding of Section 271 compliance because Qwest already has demonstrated – and the FCC has confirmed – that Qwest is capable of providing CLECs with non-discriminatory access to Wholesale billing information through ASCII bills.<sup>148</sup> As noted in our initial OSS Declaration, the overwhelming majority of CLECs receive their Wholesale bills from Qwest in ASCII format.<sup>149</sup> Indeed, in the *Qwest III Order*, the FCC found, based on evidence submitted by Qwest, that Qwest's ASCII-formatted bills are timely, accurate and can be audited by CLECs.<sup>150</sup> In reaching this conclusion, the FCC pointed out that it does not

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<sup>145</sup> The documents filed by AT&T in the Qwest I, II and III proceedings chronicle errors that AT&T found in Qwest's BOS bills more than eight months ago, in the July through September 2002 period. The vast majority of these errors have been corrected.

<sup>146</sup> See Confidential Reply Exh. CLD-4 (Description of CLECs that Currently Receive BOS Bills).

<sup>147</sup> See OSS Decl. at ¶ 488.

<sup>148</sup> See *Qwest III Order* at ¶¶ 122-124.

<sup>149</sup> See *id.* at ¶ 437.

<sup>150</sup> See *id.* at ¶ 124.

require a BOC to use “particular billing systems . . . or *electronic billing formats, such as ASCII or BOS*” to generate Wholesale bills.<sup>151</sup> The FCC also pointed out that although it was encouraged by the fact that Qwest provides CLECs with Wholesale bills in a BOS format, it did not rely on Qwest’s BOS-formatted bills for its findings that Qwest’s Wholesale bills meet the requirements of Section 271.<sup>152</sup> That Qwest makes available to CLECs ASCII-formatted bills therefore is sufficient for Section 271 purposes.

76. Although AT&T’s claims regarding Qwest’s BOS bills should not affect a finding of Section 271 compliance, Qwest nevertheless responds below to those claims to ensure that the record in this proceeding is complete. AT&T claims that Qwest’s BOS bills are often “out of balance” with (a) the CRIS paper bills; (b) the bill detail; and (c) the information on the customer service record (“CSR”).<sup>153</sup> But, as explained more fully below, Qwest’s provision of Wholesale bills to CLECs – including its provision of electronic bills in BOS format – is, on the whole, both timely and accurate. Indeed, Qwest recently undertook an in-depth analysis to assess the accuracy of its BOS bills and reports its findings below.

**a. The Paper and Electronic Bills Match at the Summary Level**

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<sup>151</sup> See *id.* at ¶ 122.

<sup>152</sup> See *id.* at ¶ 125.

<sup>153</sup> See AT&T April 29 Ex Parte at 1.

77. AT&T first claims that Qwest's electronic BOS bills do not match the CRIS paper bills.<sup>154</sup> This is not entirely accurate. Every electronic BOS bill generated by Qwest for AT&T since November 2002 has matched the paper bill at the summary level for total amount owed.

**b. Differences Between the Total Charges Due and the Detail on the Electronic Bill**

78. Only at the bill detail level have there been variances between the total charges due and the supporting detail information on Qwest's electronic BOS bills. This is AT&T's second claim. This condition has affected nine AT&T bills (out of 28) since January 2003.<sup>155</sup> One of those nine bills was out of balance because of a missing detail record associated with an "800 service line" charge, another was out of balance because of a different missing detail record associated with an adjustment to a "revised final bill" for AT&T, and a third was out-of-balance due to a rounding error on usage calculations. None of these conditions affected Qwest's Eastern region, which includes Minnesota.<sup>156</sup> The fourth condition was associated with service orders that contained both USOC and non-USOC charges. The

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<sup>154</sup> CRIS is the billing system Qwest uses to bill its Retail services, Resale products and services, and certain UNEs within its Wholesale markets. See OSS Decl. at ¶ 427.

<sup>155</sup> AT&T has received BOS bills in Washington, Colorado, Oregon, Minnesota, Nebraska, Arizona, and Utah.

<sup>156</sup> Had either of the first two issues arisen in the Eastern region they could have, depending on the circumstances, affected Qwest's Minnesota bills. The rounding issue was limited to Qwest's Western region.

remaining five out of balance conditions were caused by an OC&C system bug that was identified and corrected in March 2003.<sup>157</sup>

79. 800 Service Lines: With respect to the 800 service line issue, this condition was caused by a 49 cent disparity between the electronic BOS and paper bills.<sup>158</sup> Here is what happened: In migrating an end user from Qwest to AT&T, Qwest mistakenly failed to disconnect that end user's 800 service line as part of the transfer to UNE-P. The end user's 800 service line therefore was still being serviced by Qwest even though the end user's other local exchange services were being provided by AT&T. During this period, a single 800 call was made to that end user, which resulted in a 49 cent charge. This 49 cent charge was recorded by Qwest systems because, as noted above, Qwest was still providing the end user's 800 service.

80. Because the end user's 800 service was supposed to have been converted when the end user was migrated to AT&T but was not, the 49 cent charge appeared on the paper bill. But because the charge was not valid for UNE-P, it was not mapped to the electronic BOS bill. This resulted in a 49 cent disparity at the detail level between AT&T's electronic BOS bill and the CRIS paper bill in April 2003.<sup>159</sup>

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<sup>157</sup> During ongoing analysis, Qwest identified an additional condition relating to OC&C affecting a different CLEC's March BOS bill in South Dakota. This condition was corrected with a system fix on May 7, 2003. A different condition relating to a unique credit adjustment affected this same CLEC's March BOS bill in Washington; but, this was corrected with a system fix on April 11, 2003.

<sup>158</sup> See AT&T April 29 Ex Parte at 1, Attachment 2.

<sup>159</sup> Qwest has since adjusted AT&T's bill appropriately. Qwest believes that AT&T was referring to this issue when it claimed in its comments that Qwest bills AT&T for 800 Service Line Charges and

81. As a result of this experience, Qwest has reconfirmed its order processing in its service centers to ensure that 800 service lines are properly handled when end users are migrated to CLECs. As an added precaution, Qwest is monitoring its bills to identify calls that may be billed incorrectly, so, if needed, it can initiate an immediate adjustment and notify the service center that corrective action is needed on the account. Finally, Qwest is investigating a system enhancement that will provide a detail record on the BOS bill. This issue has arisen only once on AT&T's electronic bill since November, and, as noted above, Qwest is addressing it.

82. Adjustments for Revised Final Bills: With respect to the difference between the paper and BOS bill that arose when Qwest generated a revised final bill for AT&T, this condition was caused when an adjustment was applied after a final bill had already been generated and sent to the CLEC. Typically, if an adjustment must be made to a Wholesale bill, that adjustment is recorded at both the summary level and detail level on both the CRIS paper bill and electronic BOS bill. But if an adjustment needs to be made after a final bill has been generated (because the end user has terminated service), Qwest's systems provide a detail level record of that adjustment only on the CRIS paper bill, not on the electronic BOS bill.

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does not provide AT&T with a list of the numbers to which the charges purportedly correspond. See AT&T Comments at 23, Finnegan Decl. at ¶ 59.

83. Attachment 1 of AT&T's April 29th *ex parte* identifies a situation in which this occurred.<sup>160</sup> Specifically, Attachment 1 notes that AT&T's March 5, 2003, electronic UNE-P BOS bill in Washington contained a \$202.83 disparity between the summary and detail levels.<sup>161</sup> This type of disparity should not recur because Qwest implemented a fix for this condition effective May 5, 2003. The circumstances that can lead to this sort of disparity are rare. Indeed, this issue has come up only once on AT&T's electronic bill since November 2002.

84. Rounding Error: AT&T's November Washington BOS bill was out-of-balance by 26 cents. This was due to a usage rounding error that was corrected on November 14, 2002. No further occurrences have been observed.

85. Service Orders with USOC and Non-USOC Charges: This error occurred when a service order contained USOC and non-USOC charges. In this case, not all detail records were created on the bill. This error was corrected on February 24, 2003, and no further occurrences have been observed.

86. OC&C System Bug: As for the OC&C system bug that caused five out of the nine out of balance conditions at the detail level on AT&T's bills since January 2003, this bug was the product of a scheduled

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<sup>160</sup> See AT&T April 29 Ex Parte at 2, Attachment 1.

<sup>161</sup> See *id.*

BOS version release that was implemented between the March 5 and 7, 2003, bill pulls.<sup>162</sup> In December 2002, Qwest implemented a fix to address issues relating to the OC&C section of its electronic BOS bills. Although this fix was successful, Qwest's IT personnel mistakenly failed to incorporate that fix into the BOS version release that occurred between the March 5 and March 7 bill pulls. As a result, beginning with the March 7 bill pulls, the OC&C section of AT&T's electronic BOS bills were either missing or incomplete.<sup>163</sup> This affected AT&T's March bills for five different states.<sup>164</sup>

87. AT&T brought this issue to Qwest's attention on March 20, and Qwest corrected and retransmitted the affected bills seven days later on March 27, 2003. Qwest also corrected the BOS release so this problem would not recur. Indeed, this condition did not arise in the more recent April bills.

**c. Differences Between the BOS Bill and the CSR**

88. The third part of AT&T's claim is that differences exist between the electronic BOS bills and the CSR. This means that the total recurring charges on the electronic BOS bill at a particular account level do not equal to total recurring charges on the CSR for that account. AT&T does

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<sup>162</sup> "Bill pulls" refer to the activity in which information is obtained from CRIS and processed in order to generate a monthly Wholesale bill.

<sup>163</sup> Other CLECs receiving electronic BOS bills were affected by this condition. But once AT&T identified this issue, Qwest corrected these CLECs' files, notified the CLECs, and re-transmitted the files.

<sup>164</sup> AT&T's bills in the following states were affected: Arizona, Colorado, Minnesota, Nebraska, Utah.



not provide any specifics in its comments to support its claim, but Qwest is aware of three scenarios in which this has occurred.<sup>165</sup>

89. Scenario 1: The first scenario in which there have been differences between the bill and the CSR is when CSR data has not been captured on the same day as bill data. As explained above, Qwest pulls CLEC billing information from its systems on a monthly basis to generate Wholesale bills in CRIS. Qwest also pulls CSR data on a monthly basis to obtain additional information that is needed (for use with the bill data) to generate the BOS bill. Typically, Qwest's bill data and CSR data are pulled on the same day so that the bill data needed to generate a BOS bill is consistent with the CSR data. However, in the Eastern region, Qwest's systems did not always pull both sets of data on the same day.<sup>166</sup> This resulted in a mismatch between the information on the electronic BOS bill and the CSR when there was recent order activity.

90. Effective March 28, 2003, Qwest implemented an interim process improvement to address this issue. This process improvement will eliminate timing discrepancies in the bill pull by properly aligning the dates on which billing and CSR information are pulled.<sup>167</sup> Qwest will continue to

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<sup>165</sup> The second scenario described in this Declaration has not occurred on AT&T's bills. Now that they have been verified, all three scenarios will either be added to Qwest's "Differences List" or corrected shortly.

<sup>166</sup> This issue used to exist in the Central region but was corrected effective with the February 2003 bills.

<sup>167</sup> Beginning with the first round of billing in April 2003, Qwest identified additional table updates that were required in order for this interim process to work for all bills. These additional table

monitor and compare its billing and CSR information to ensure accuracy going forward.

91. Scenario 2: The second scenario involved an account that was in a “suspended” state (*e.g.*, “vacation service,” in which an end user’s service is temporarily suspended). In this situation, the CSR reflects the full recurring charge for the suspended service whereas the bill (electronic or paper) reflects a reduced charge for that service.<sup>168</sup> As a result, even though the bill and the CSR do not match, the charge on the bill is accurate.

92. Scenario 3: Qwest recently uncovered an additional, though minor, variance between its UNE-P bills (whether paper or electronic) and the CSR. Specifically, in the Eastern region, surcharges for number portability are included as a monthly recurring charge on the CSR but as a surcharge on the bill.<sup>169</sup> But, either way, identical amounts exist on both the bill and the CSR. Qwest is in the process of investigating a fix for this issue.

**d. Analysis of Billing Accuracy for BOS**

93. In response to a request from FCC Staff, Qwest has broken out its accuracy rate under BI-3A from November 2002 through March 2003 for bills issued in BOS-BDT format.<sup>170</sup> Generally, in all but five

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updates have since been made correctly and Qwest will be monitoring the May bills to make sure that the process it put in place has its intended affect.

<sup>168</sup> This scenario occurs only in Qwest’s Central region.

<sup>169</sup> Qwest does not believe this issue has arisen in the Western and Central regions.

<sup>170</sup> See Confidential Reply Exh. CLD-5 (BI-3A Results for BOS Bills From November 2002 Through March 2003). Because of timing issues involved in gathering this information, total billed amounts for this exhibit were pulled from Qwest’s billing system while adjustments were pulled from

instances (out of 89), the charges on Qwest's BOS bills were at least 95% accurate for all CLECs in every state in which BOS bills were issued.<sup>171</sup> In Minnesota, of the nine BOS bills that were issued since January 2003, the charges on eight of them were 100% accurate (as measured under BI-3A), and 99.22% accurate on the ninth bill.<sup>172</sup>

94. Qwest also analyzed its billing accuracy in the context of the claims raised by AT&T regarding the paper and electronic BOS bill not matching at the summary level, the detail level, and between the bill and the CSR. The results of Qwest's analysis, which included an examination of all 202 BOS bills that Qwest issued to CLECs since November 2002, appear below.

95. Summary Level: At the summary level, the paper and electronic BOS bill have matched 100% of the time both region-wide and in Minnesota in every month since November 2002.

96. Bill Detail Level: At the bill detail level, the bill detail matched the summary information on the electronic BOS bill over 96% of the time region-wide in December 2002 and January and April 2003, and 100% of the time in Minnesota in January and April 2003.<sup>173</sup> Qwest's performance

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the regulatory reporting system. The data in this exhibit may not incorporate all of the exclusions permitted under BI-3A and therefore reflect worst-case scenarios. Additionally, this exhibit contains data only for those months in which BOS bills were generated.

<sup>171</sup> See *id.*

<sup>172</sup> See *id.*

<sup>173</sup> No BOS bills were generated in Minnesota in November and December 2002.

was not as strong in February (85% region-wide and 83% in Minnesota) and March 2003 (60% region-wide and 54% in Minnesota). In February, Qwest's bills were impacted by the service order issue described above. In March, as previously noted, Qwest's BOS bills were affected by an OC&C system bug. Once Qwest corrected this bug and retransmitted its March BOS bills, the charges reflected on those bills were 90% accurate region-wide and 100% accurate in Minnesota.

97. CSR Level: Qwest's bills were not as accurate at the CSR level as they were at the summary and detail levels. Beginning in 2003, on a region-wide basis, the summary and detail levels on the CSR matched 71% of the time in January, 48% in February, 42% in March, and 83% in April.<sup>174</sup> But the reasons for these relatively low accuracy rates were explained above (*i.e.*, bill pull date discrepancies, suspended service issues, and disparities between how number portability charges appear on the bill versus the CSR). In short, Qwest has taken steps to significantly improve its performance in this area as evidenced by the improvement in April's results.

#### 4. Other Alleged Billing Inaccuracies

98. AT&T alleges that Qwest's Wholesale bills contain other inaccuracies.<sup>175</sup> Specifically, AT&T claims that Qwest's paper and electronic

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<sup>174</sup> The figures were less strong in Minnesota (0% in January and February, 8% in March, and 76% in April). These low figures were primarily caused by the discrepancy between bill pull and CSR pull dates. But, as noted above, Qwest implemented process improvements to correct this discrepancy on March 28, 2003. This process change was in part responsible for the significant improvement in the match rate at the CSR level in April.

<sup>175</sup> See AT&T Comments at 23-24, Finnegan Decl. at ¶¶ 58-66.

Wholesale bills contain errors in connection with (a) Long Distance; (b) 800 Service Line; and (c) Pay-Per-Use charges.<sup>176</sup> But, as explained more fully below, AT&T's concerns have either already been resolved, are unsupported, or are too minor to affect a finding of Section 271 compliance.

**a. Long Distance Charges**

99. AT&T claims that Qwest improperly includes charges for other long distance carriers on AT&T's bills, and that appropriate long distance charges are billed on an individual call basis rather than summarized at the end-office level.<sup>177</sup> To begin with, the issue of improperly including charges for other long distance carriers on AT&T's bills was corrected over four months ago, in December 2002.<sup>178</sup> Although Qwest does bill long distance charges on an individual telephone number basis rather than at the end-office level, AT&T fails to explain why receiving summarized usage information at the end-office level is important to it. Indeed, Qwest's approach provides AT&T with considerably more detail on long distance charges than would a summary at the end-office level. Regardless, Qwest is in the process of evaluating and prioritizing a CR that will modify its systems

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<sup>176</sup> See *id.*

<sup>177</sup> See AT&T Comments at 23, Finnegan Decl. at ¶ 58.

<sup>178</sup> A bug in this fix allowed this same error to occur on a different CLEC's bill in February 2003, but the system (and the related error) was corrected by Qwest on March 25, 2003.

to provide CLECs such as AT&T with usage information at the end office level.<sup>179</sup>

**b. Pay-Per-Use Charges**

100. AT&T claims that Qwest erroneously billed AT&T for pay-per-use charges such as call-forwarding and three-way-calling.<sup>180</sup> Though true, these erroneous charges have been minor and do not affect a finding of Section 271 compliance. Last fall, when Qwest updated its rate tables for pay-per-use features, it mistakenly failed to update the rate associated with pay-per-use features for AT&T. But the total dollar amount of these erroneous charges was *minimal*. For instance, in the first quarter of 2003, the erroneous charges amounted to \$201.35 in January, \$334.40 in February, and \$369.55 in March in Minnesota. These charges amounted to one percent or less of AT&T's bill each month. Moreover, these rates were recently corrected in April 2003. Clearly, this issue is *minor* and does not affect a finding that Qwest's billing systems meet the requirements of Section 271.

**5. Billing Adjustments**

101. AT&T claims that erroneous charges take too long to correct and that AT&T cannot easily determine when credits or adjustments have been issued because Qwest's Wholesale bills provide this detail only at

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<sup>179</sup> See CR11080201-IG, available at [www.qwest.com/wholesale/cmp/changerequest.html](http://www.qwest.com/wholesale/cmp/changerequest.html).

<sup>180</sup> See AT&T Comments at 23-24, Finnegan Decl. at ¶ 60.

the summary level and not at the account level.<sup>181</sup> But Qwest provides CLECs with sufficient information to submit billing disputes and then assess whether the appropriate credits or adjustments have been made once their billing disputes have been resolved.

102. For every billing dispute that has been resolved, Qwest sends the CLEC a notice – typically a letter or e-mail – explaining the resolution and notifying the CLEC whether a credit or adjustment will be issued. Qwest then initiates the adjustment on the CLEC's bill. Depending on the reason for the adjustment, the credit or debit could be made at either the summary level or the subaccount bill. In either case, the next bill the CLEC receives will reflect the credit or debit. In addition, Qwest provides CLECs with detail information about each credit or adjustment made to that bill. The detail information provided by Qwest is in an electronic format that typically contains a spreadsheet. This spreadsheet, which describes the credits or debits made, can be used by CLECs to modify the accounts in their own billing systems.

103. This concludes our Declaration.

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<sup>181</sup> See AT&T Comments at 24, Finnegan Decl. at ¶ 64.

**VERIFICATION**

I declare under penalty of perjury that the foregoing is true  
and correct.

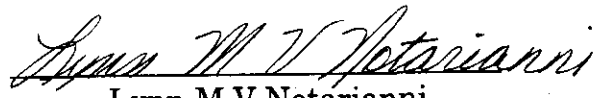
Christie L. Doherty  
Christie L. Doherty

Executed on 9-7-03.



**VERIFICATION**

I declare under penalty of perjury that the foregoing is true and correct.

  
Lynn M V Notarianni

Executed on 5/7/03.